

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ROBERT A. STROMSTED,	:
	:
Plaintiff,	:
	:
vs.	:
	:
HNTB CORPORATION,	:
	:
Defendant.	:
	:
----- X	

Case No.: 1:11-cv-02023-AKH
ECF CASE

**DEFENDANT HNTB CORPORATION'S
ANSWER TO PLAINTIFF'S COMPLAINT**

Defendant HNTB Corporation for its Answer to Plaintiff's Complaint states as follows:

1. Defendant HNTB is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1 of Plaintiff's Complaint and therefore denies the same.

2. In answering Paragraph 2 of Plaintiff's Complaint, Defendant HNTB denies that Mr. Stromsted was "abruptly terminated". In further answering Defendant HNTB admits the remaining allegations of Paragraph 2.

3. Defendant HNTB denies the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. Defendant HNTB denies the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. In answering Paragraph 5 of Plaintiff's Complaint, Defendant HNTB states that the Agreement speaks for itself.

6. Defendant HNTB denies the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. Defendant HNTB admits the allegations contained in Paragraph 7 of Plaintiff's Complaint.

8. Defendant HNTB denies the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9. In answering Paragraph 9 of Plaintiff's Complaint, Defendant HNTB states that the Agreement speaks for itself.

10. Defendant HNTB denies the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11. Defendant HNTB admits the allegations contained in Paragraph 11 of Plaintiff's Complaint.

12. In answering Paragraph 12 of Plaintiff's Complaint, Defendant HNTB states that the Agreement speaks for itself.

13. In answering Paragraph 13 of Plaintiff's Complaint, Defendant HNTB states that the Agreement speaks for itself.

14. Defendant HNTB is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 14 of Plaintiff's Complaint and therefore denies the same.

15. In answering Paragraph 15 of Plaintiff's Complaint, Defendant HNTB states that the Agreement speaks for itself.

16. Defendant HNTB denies the allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. Defendant HNTB admits the allegations contained in Paragraph 17 of Plaintiff's Complaint.

18. Defendant HNTB denies the allegations contained in Paragraph 18 of Plaintiff's Complaint.

19. Defendant HNTB denies the allegations contained in Paragraph 19 of Plaintiff's Complaint.

20. Defendant HNTB admits the allegations contained in Paragraph 20 of Plaintiff's Complaint.

21. Defendant HNTB denies the allegations contained in Paragraph 21 of Plaintiff's Complaint.

22. Defendant HNTB denies the allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. Defendant HNTB denies the allegations contained in Paragraph 23 of Plaintiff's Complaint.

24. In answering Paragraph 24 of Plaintiff's Complaint, Defendant HNTB states that the Agreement speaks for itself.

25. Defendant HNTB denies the allegations contained in Paragraph 25 of Plaintiff's Complaint.

26. Defendant HNTB is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 26 of Plaintiff's Complaint and therefore denies the same.

27. Defendant HNTB is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 27 of Plaintiff's Complaint and therefore denies the same.

28. Defendant HNTB denies the allegations contained in Paragraph 28 of Plaintiff's Complaint.

29. Defendant HNTB denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Defendant HNTB denies the allegations contained in Paragraph 30 of Plaintiff's Complaint.

31. Defendant HNTB denies the allegations contained in Paragraph 31 of Plaintiff's Complaint.

**FIRST CAUSE OF ACTION
(INJUNCTIVE RELIEF)**

32. Defendant HNTB incorporates herein by reference its answers to Paragraphs 1 through 31 of Plaintiff's Complaint.

33. Defendant HNTB denies the allegations contained in Paragraph 33 of Plaintiff's Complaint.

**SECOND CAUSE OF ACTION
(DECLARATORY JUDGMENT)**

34. Defendant HNTB incorporates herein by reference its answers to Paragraphs 1 through 33 of Plaintiff's Complaint.

35. Defendant HNTB denies the allegations contained in Paragraph 35 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Venue is improper. Pursuant to the Forum Selection Clause in the Senior Vice President Employment Agreement, this matter is brought in the wrong venue. This dispute should be litigated in the Circuit Court of Jackson County, Missouri.

2. Plaintiff's action is barred as a result of Plaintiff's waiver and estoppel.

WHEREFORE, Defendant HNTB Corporation prays that the Court enter judgment in its favor and against Plaintiff, together with attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

Respectfully submitted,

LATHROP & GAGE LLP

By: /s/ Michael J. Abrams

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that on this 16th day of May, 2011, the foregoing was electronically filed with the Court with notice sent to the below named counsel:

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/s/ Michael J. Abrams

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